

## THIRD AMENDATORY AGREEMENT

This **THIRD AMENDATORY AGREEMENT** is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”) and **NICOLETTI FLATER PROFESSIONAL LIMITED LIABILITY PARTNERSHIP**, a Colorado limited liability partnership, with its principal place of business located at 3900 S Wadsworth Blvd, #585, Lakewood, Colorado, 80235 (the “Contractor”), jointly (“the Parties”).

### RECITALS:

**A.** The Parties entered into an Agreement dated April 22, 2021, First Amendatory Agreement dated February 21, 2022, and Second Amendatory Agreement dated May 24, 2023 (collectively, the “Agreement”) to provide psychological and counseling services; including individual, couple, adolescent, group, and family counseling, critical incident debriefings, as well as other assessments and consultations.

**B.** The Parties wish to amend the Agreement to extend the term, increase the maximum contract amount, add Section 40 "Compliance with Denver Wage Laws" and modify the scope of work.

**NOW THEREFORE**, in consideration of the premises and the Parties’ mutual covenants and obligations, the Parties agree as follows:

1. Section 3 of the Agreement entitled “**TERM**” is hereby deleted in its entirety and replaced with:

“**3. TERM:** The Agreement will commence on January 1, 2021, and will expire, unless sooner terminated, on September 30, 2026.”

2. Section 4 of the Agreement entitled “**COMPENSATION AND PAYMENT**” Section 4.4.1. entitled “**Maximum Contract Amount**” is hereby deleted in its entirety and replaced with:

“**4. COMPENSATION AND PAYMENT:**

**4.4 Maximum Contract Amount:**

**4.4.1.** Notwithstanding any other provision of the Agreement, the City’s maximum payment obligation will not exceed **TWO MILLION NINE HUNDRED TWENTY-THREE THOUSAND THREE HUNDRED THIRTY-FOUR DOLLARS AND NO CENTS (\$2,923,334.00)** (the “Maximum Contract Amount”). The City is not obligated to execute an Agreement or any amendments for any further services, including any services performed by the Contractor beyond that specifically described in Exhibit A. Any services performed beyond those in Exhibit A, or as directed by Chief in writing, are performed at the Contractor’s risk and without authorization under the Agreement.”

NICOLETTI FLATER PROFESSIONAL LIMITED LIABILITY PARTNERSHIP  
SAFTY-202578221-03/ SAFTY-202158007-03

3. Section 40 of the Agreement entitled “**Compliance With Denver Wage Laws**” is hereby added to the Agreement:

“**40. COMPLIANCE WITH DENVER WAGE LAWS:** To the extent applicable to the Contractor’s provision of Services hereunder, the Contractor shall comply with, and agrees to be bound by, all rules, regulations, requirements, conditions, and City determinations regarding the City’s Minimum Wage and Civil Wage Theft Ordinances, Sections 58-1 through 58-26 D.R.M.C., including, but not limited to, the requirement that every covered worker shall be paid all earned wages under applicable state, federal, and city law in accordance with the foregoing D.R.M.C. Sections. By executing this Agreement, the Contractor expressly acknowledges that the Contractor is aware of the requirements of the City’s Minimum Wage and Civil Wage Theft Ordinances and that any failure by the Contractor, or any other individual or entity acting subject to this Agreement, to strictly comply with the foregoing D.R.M.C. Sections shall result in the penalties and other remedies authorized therein.”

4. All references to “...**Exhibit A**...” in the Agreement shall be amended to read: “...**Exhibit A and Exhibit A-1**...” as applicable. The scope of work marked as **Exhibit A-1** attached to this Amendatory Agreement is hereby incorporated by reference.

5. As herein amended, the Agreement is affirmed and ratified in each and every particular.

6. This Third Amendatory Agreement will not be effective or binding on the City until it has been fully executed by all required signatories of the City and County of Denver, and if required by Charter, approved by the City Council.

**Exhibits:**

Exhibit A-1: Scope of Work

**[THE BALANCE OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]**

**Contract Control Number:**  
**Contractor Name:**

SAFTY-202578221-03/ SAFTY-202158007-03  
Nicoletti Flater Professional Limited Liability Partnership

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals at  
Denver, Colorado as of:

**SEAL****CITY AND COUNTY OF DENVER:**

**ATTEST:**  
  
\_\_\_\_\_

By:  
  
\_\_\_\_\_

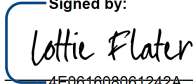
**APPROVED AS TO FORM:**  
  
Attorney for the City and County of Denver  
  
By: \_\_\_\_\_

**REGISTERED AND COUNTERSIGNED:**  
  
By: \_\_\_\_\_

By:  
  
\_\_\_\_\_

**Contract Control Number:**  
**Contractor Name:**

SAFTY-202578221-03/SAFTY-202158007-03  
Nicoletti Flater Professional Limited Liability Partnership

By:  Signed by:  
4E061008061242A...

Name: Lottie Flater  
(please print)

Title: Partner  
(please print)

ATTEST: [if required]

By: \_\_\_\_\_

Name: \_\_\_\_\_  
(please print)

Title: \_\_\_\_\_  
(please print)

## **EXHIBIT A**

### **Scope of Work Employee Mental Health and Support Services**

#### **Background:**

The mental health and support services program was established to provide immediate, confidential counseling as well as consultation, training, and peer support clinical supervision to uniformed and professional staff within the Department of Public Safety (DOS), a department of the City and County of Denver and known collectively as “The City”, with the following goals of:

1. Actively removing barriers for access to mental health services.
2. Developing early intervention systems that incorporate training and education for employees and supervisors.
3. Consultation and support services for agencies experiencing significant events or incidents.
4. Counseling and substance abuse services for employees within assigned agencies with the ability of ensuring continuity of care when referring to outside resources/vendors.
5. Providing support and counseling services for the spouse and children of the DOS workforce.

#### **Hours of Operation:**

DOS operations are 24/7, 365 days per year. The city defines ‘Regular business/scheduled hours’ as Monday thru Friday, 7 AM to 5 PM and ‘After business / unscheduled hours’ as Monday through Friday 5 PM to 7 AM, Saturday and Sunday all day. The vendor will be expected to accommodate these hours.

DOS will recognize all vendor holidays, accruals, and vacation allotment afforded to their employee.

The vendor must be available 24 hours per day, 7 days per week on a call-out basis. Maximum response time to be on-site for call-out services is 30 minutes. The rate will start door-to-door.

#### **Purpose of Agreement:**

The vendor will support the Department of Public Safety (DOS) with the following services under the supervision of the DOS Director of Employee Wellness or his/her designee:

1. Consultation and emergency support as requested by agencies within the DOS.
2. Critical incident stress debriefing services as requested.
3. Emergency support as requested outside of normal business hours. For urgent situations, such as a critical incident, respond within one-hour, 24/7/365.
4. Training for employees based on academy schedules, pre-determined by agency, or pre-determined by vendor.
5. Ability to provide limited counseling services in-person or virtually for employees (professional and uniformed), couples, spouses, dependents, or immediate family.
6. Provide utilization, trend, and other reporting as requested beyond monthly data collection.
7. Provide substance abuse individual and group counseling sessions for uniformed and professional staff within DOS.

#### **Minimum Qualifications:**

The provider staff will have a MA in psychology, social work, or other related field and with a minimum of 5 years of experience working with public safety or first responders. LCSW or LPC preferred. Certifications and experience with EMDR, CBT, DBT, sports psychology and other behavioral therapy interventions are preferred.

**EXHIBIT A****Scope of Work Employee Mental Health and Support Services****Pricing:**

The vendor will be allotted **\$420,000** per fiscal year for counseling services. The vendor will be allotted **\$20,000** for education and support services per fiscal year.

<b>Counseling Services</b>	<b>Threshold</b>	<b>Pricing</b>
Individual and/or Couples Counseling	12, One-Hour Sessions Per Year	\$90 per hour*
Spouse, Dependents, Group, Family Counseling	6, One-Hour Sessions Per Year	\$90 per hour**
Retiree Counseling	As Determined by Vendor	Payable by Retiree Directly
Substance Abuse Indiv. and Group Counseling	As Determined by Vendor	\$100 per hour
<b>TOTAL THRESHOLD</b>		<b>\$420,000</b>

\*Extensions for employee or couples counseling visits may be given if requested/recommended by a licensed therapist. Transfer of care to private insurance highly recommended depending on severity of need/treatment.

\*\*Immediate family members of employees are eligible for up to six (6) sessions through the Department. Extensions for counseling visits may be given if requested/recommended by a licensed therapist.

<b>Education and Support Services</b>	<b>Pricing</b>
Critical Incident Interventions, Emergency Support, and Debriefs	\$130 per hour
Consultation	\$100 per hour
Peer Support Clinical Supervision	\$100 per hour
Staff & Recruit Training/Workshops	\$110 per hour
Travel	\$65 per hour
Utilization Reporting	\$100 per hour
<b>TOTAL THRESHOLD</b>	<b>\$20,000</b>

\*The Department reserves the right to request summary reports that may include the number of assignments, number of employees, number of training sessions, class rosters, course curriculums, etc.

## **EXHIBIT A**

### **Scope of Work Employee Mental Health and Support Services**

#### **Employee Confidentiality:**

The vendor agrees to hold in confidence all information and materials, pertaining to Department of Safety employees, which the vendor may have access to in performing its services pursuant to this agreement except as noted in the collection of aggregate data, as required by the confidentiality policies and procedures prescribed by the vendor and City and County of Denver, 42 CFR Part 2, and the Health Insurance Portability and Accountability Act (HIPAA).

This shall include, without limitation, lists, charts and records, individual treatment plans, clinical notes, service plans, and any other related information and materials regarding the identity, address, medical history, and all other relevant information regarding persons receiving services.

The vendor agrees not to:

- a) Disclose such information or materials to any such person or entity not a party to this Agreement, unless warranted and legally allowed for audit purposes; or,
- b) Use such information for purposes other than fulfilling its obligations hereunder, except in accordance with policies and procedures within Department of Safety agencies.
- c) Use such information unless disclosed only by a written and executed release/consent signed by the Department of Safety employee.

#### **Maintenance of Records:**

The vendor shall maintain a complete and confidential file of all records and other written materials which pertain to the services provided pursuant to this contract and shall maintain such records for a period of seven (7) years after the date of termination of this contract or for such further period as may be necessary to resolve any matters which may be pending.

#### **Invoicing and Payment:**

Vendor will provide to the Department a monthly invoice, on or around the 6<sup>th</sup> of each month, detailing the services provided and costs incurred for each service.

- The agency requesting each service should be identified for each instance of the services provided.
- For the counseling services, the prior month's utilization summary should be reported by agency (format example below). Names of employees or family members should not be provided to the Department.
- For consultation, clinical supervision, emergency support, and training requests, the subject of the consultation/training and name of the manager or supervisor requesting the service should be provided.
- The Department will provide periodic updated eligibility lists to the vendor listing all employees eligible to receive services under this contract. The vendor will be responsible for verifying employee eligibility at the time of appointment scheduling.

**EXHIBIT A****Scope of Work Employee Mental Health and Support Services***Sample billing format:*

Page 1: Invoice

Date	Service Provided	Agency & Requesting Person	Cost
<i>eg – February 2 - 10</i>	<i>CIT Training (Trainers and Role-Players)</i>	<i>DPD, Manager ABC</i>	<i>\$XX,XXXX</i>
February 1 - 28	Counseling Services	See attached	\$XX,XXX

Page 2: Counseling Utilization

(On a separate page from the invoice itself (therefore utilization information can be maintained separately from the official Accounts Payable invoice and payment files)):

February Counseling Utilization

Agency Name
Total Persons Seen: #
Total Counseling Hours: #
# of Employees Seen
# of Spouse Seen
# of Dependents Seen
# of Group/Family Sessions:
# of New People Seen:
# of People Completing Treatment:
Primary Issues Presented: